



Contract #

069103

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:

Department: UTAH DEPARTMENT OF TRANSPORTATION Agency Code: 810 Division: UDOT-CENTRAL SHOPS, referred to as (STATE), and the following CONTRACTOR:

Semi Service Inc

Name

1082 South 300 West

Address

Salt Lake City

Utah

84101

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Michael Anderson Phone #801-521-0360 Email manderson@semiservice.comFederal Tax ID# 87-0297158 Vendor #09026F Commodity Code #XXXXXXXXXXXX

81093000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Henderson 8' Model FSM Three (3) Cubic Yard Spreader, with one (1) replacement chain and one (1) replacement spinner.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 810 66300000005, FY2006, Bid#G160084. CONTRACT PERIOD: Effective date: 10/03/05 Termination date: 10/02/07 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options: Two one-year Renewals

5. CONTRACT COSTS: Requirements Contract to provide the specified spreaders at \$7,985.24 each.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Specifications and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #GL6008 dated 08/31/05.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature

Date

Agency's Signature: Kelvin Thacker

Date

Type or Print Name and Title

Director, Division of Purchasing

Date

CONTRACT RECEIVED AND

PROCESSED BY

DIVISION OF FINANCE

Director, Division of Finance

Paul Rottmann

801-965-4078

801-965-4818

prottmann@utah.gov

Agency Contact Person

Telephone Number

Fax Number

Email

(Revision 09/30/2003)

REC'D FEB 27 2006

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product. (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

UTAH DEPARTMENT OF TRANSPORTATION
Equipment Operations
Steve McCarthy - Equipment Operations Manager

**THREE (3) CUBIC YARD SPREADERS, A
UDOT AGENCY CONTRACT FOR TWO (2) YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS.**

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
2. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
3. All parts not specifically mentioned, but are necessary for the units to be complete operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
4. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
5. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
6. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
7. Measurements will be given in the English system.

PART II: GENERAL SPECIFICATIONS

1. SCOPE:
The intent of this bid is to define the minimum acceptable standards for a 3 cubic yard minimum medium duty self-contained V-box spreader capable of hauling and spreading free flowing granular materials.

Example(s):
Swenson MDV840H53
Monroe MD9-4450H-304
2. NOTICE TO CONTRACTOR:
Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will be rejected.

PART III, DETAILED SPECIFICATIONS

1. GENERAL:

- 1.1 The spreader shall have a range up to thirty feet.
- 1.2 The unit shall consist of a stainless steel body, discharge chute, conveyor, polyurethane spinner disc, power drive system, and all components necessary to make a complete operating unit.
- 1.3 The unit shall mount in a medium duty truck flat bed.
- 1.4 All bolts shall include a lock nut and two washers made of stainless steel.
- 1.5 All bolts shall be long enough to go completely through lock nut when assembled.
- 1.6 All welding shall be done with stainless welding wire or rod.

2. HOPPER:

- 2.1 Shall have a capacity of 3.0 cubic yards minimum.
- 2.2 Each hopper side shall be constructed from a single piece of 12 ga 304 stainless steel and have a slope of no less than 45 degrees to insure free flow of material to the conveyor.
- 2.3 The sides shall have a minimum of six 12 gauge (three per side) external full slope 304 stainless steel body supports for maximum rigidity.
- 2.4 The hopper ends shall be manufactured of 12 gauge 304 stainless steel and shall be continuously welded to the hopper sides.
- 2.5 The complete hopper top edge shall be double crimped for additional support.
- 2.6 A heavy-duty lift hook shall be furnished in each corner of the hopper.
- 2.7 A 10 gauge 304 stainless steel discharge gate with ruler shall be provided at the rear of the hopper with a maximum opening of 7 inches x 9 inches, and a clamp to allow for a positive gate setting.
- 2.8 The discharge gate shall be of the screw type jack with grease cert installed and a extended handle with Teflon U-joint for easy cranking.

3. HYDRAULIC DRIVE:

- 3.1 The power shall be transmitted from a source located on the truck to two low-speed hi-torque motors.
- 3.2 One motor shall be coupled to the 20:1 ratio gearbox.
- 3.3 The second motor shall be mounted directly onto the spinner shaft.
- 3.4 The motors shall be operated independent of each other, by a dual flow control valve.
- 3.5 The conveyor shall mount on a 304 stainless steel platform.

4. CONVEYOR:

- 4.1 The conveyor shall be of the chain bar-flight type 3/16" running longitudinally with the body.
- 4.2 This conveyor shall have a 16 inch outside dimension.
- 4.3 To prevent course material from entering the chain links, two 10 gauge replaceable chain shields shall be included.
- 4.4 The one-piece conveyor floor and roll over nose pieces shall be of replaceable design, and shall be manufactured of 10 gauge stainless steel.
- 4.5 The conveyor chain shall be self-cleaning pintle type of formed alloy steel with heat treated/hardened steel pins.
- 4.6 The tensile strength per strand shall not be less than 12,500 lbs., and shall have an overall width of 14 inches minimum with 1/4 inch x 1 inch crossbars welded on 4 5/8 inch minimum centers.
- 4.7 The conveyor chain shall be driven through a 20:1 ratio worm gearbox mounted in tapered roller bearings.
- 4.8 The front idler assembly shall be mounted with four bolt flange ball bearings, and shall be spring loaded with three (3) inches of adjustment for chain take-up.
- 4.9 The conveyor chain drive and idler sprockets shall be 6 tooth drop forged sprockets keyed to 1 1/4 inch shafts.
- 4.10 Three (3) two ply rubber belting wipers shall be provided for cleaning both side of conveyor chain. A front seal strip shall be provided.
- 4.11 A 304 stainless steel inverted-vee shall be included to reduce the amount of weight on the conveyor chain.

5. SPINNER ASSEMBLY:

- 5.1 The distributor disc shall be 13 inch in diameter with four (4) fins, and shall be molded into one piece from a polyurethane material to get the most uniform trajectory possible.
- 5.2 To control material placement and width of spread there shall be four (4) 304 stainless steel external overlapping baffles, and two (2) 304 stainless steel internal baffles.
- 5.3 Three of the external baffles shall be adjustable without the use of tools, the fourth shall be fixed to protect the rear of the truck.
- 5.4 The spinner chute shall be fully extended to prevent material bounce.
- 5.5 The spinner disc and drive shall be supported by re-lubeable ball bearings and driven through a chain and sprocket arrangement off the conveyor gearbox shaft.

6. TOP SCREENS: Needs to be heavy-duty

- 6.1 A four-section center hinged top screen shall be provided to protect the conveyor chain and spinner from large objects.
- 6.2 The screen sections shall be manufactured from 5/16 inch rods, with square openings of 2 1/2

13-11 3 cubic yard spreader

inch and framed by flat angle iron steel.

- 6.3 A simple "Drop and Lock" type hinge arrangement shall be provided to eliminate the need for hardware that may vibrate loose.

7. PAINT

All stainless steel shall be left unpainted. Dealer's advertising shall be omitted.

8. PRE-WET SYSTEM

- 8.1 This system shall provide for an electric spray system designed to spray a constant de-icing solution on material being spread.
- 8.2 The system shall be complete with a liquid spray pump, in cab controls, two (2) nozzle hose kit, spray tanks, and necessary hoses and fittings to make the system complete.
- 8.3 This spray system shall be capable of spraying calcium and magnesium chloride, glycol, liquid urea, or other liquid de-icing solutions.
- 8.4 All components shall be rated at 150 psi working pressure.

9. PRE-WET DRIVE SYSTEM

- 9.1 The electric motor/pump combination shall be a 12-volt D.C., three chamber diaphragm pump, with internal circuit breaker.
- 9.2 Pump seal shall consist of a Viton/santoprene combination.
- 9.3 The pump box shall be polpropylene.
- 9.4 The pump shall be rated at 3.0 gpm.
- 9.5 Output shall remain constant regardless of conveyor/spinner speed.

10. PRE-WET CONTROLS

The sprayer control console shall include a spray system on/off switch, power on indicator light (green), variable pump flow control knob, back light, low pressure light (red), and alarm for empty tank/inadequate nozzle pressure indication. The wet system shall not be harmed if ran dry.

11. SPILL GUARDS

- 11.1 Shall have 304 stainless steel spill guard at rear sloped rearward with triangular braces on each side.
- 11.2 Rear spill guard shall have intrigal stainless steel air deflector for light bar with mounting plate for rotator.
- 11.3 Shall have 304 stainless steel spill guard at front sloped forward with triangular braces on each side.
- 11.4 Shall have taper cut side spill guards starting at side rails and sloping down at 45 degrees to total 98" outside width.

13-11 3 cubic yard spreader

- 11.5 Shall be supported by three (3) flanged gussets on each side all 304 stainless steel.
- 11.6 All dimensions for the spill shields shall be discussed at a paper pilot with the successful bidder.

12. MOUNTING BAR

- 12.1 Shall have a 304 stainless steel 4" x 4" x 1/2" angled bar at the rear with a 1" round pins to engage tailgate latches. Length of bar shall be 98".
- 12.2 Round pins shall be of 304 stainless steel material and field welded to fit each individual truck for a precision fit.
- 12.3 Mounting bar shall be bolted and braced to spreader frame.
- 12.4 Mounting bar must be below truck bed floor so that spillage can be washed from bed.

13. TIE DOWNS

- 13.1 Shall have (2) tie downs for spreader installation.
- 13.2 Shall be ratcheting nylon strap binders attached with hooks on each end. (hooks to be discussed at paper pilot)
- 13.3 Brackets shall be located 2" back from front on each side of hopper.
- 13.4 Brackets shall be positioned to pull at state specified angle.
- 13.5 An intrigal adjustable mechanism shall be provided at front of spreader for centering in dump body.
- 13.6 Shall be discussed at paper pilot.

14. GREASE MANIFOLD

- 14.1 Grease manifold shall include leads for conveyor idler shaft in the front of the sander, also the screw type jack on hopper gate.
- 14.2 Manifold shall be accessible from ground level at rear of truck.
- 14.3 Leads shall be Grease Jockey Brand (Or Approved Equal) 1/4" minimum I.D. non-corrosive tubing.
- 14.4 Tubing must be secured to hopper to prevent chaffing.
- 14.5 Tubing shall be filled with grease before delivery.

15. HOSES

- 15.1 Hydraulic pressure hose shall be a Parker 431 with crimped fittings.
- 15.2 Hydraulic return hose shall be a Parker 431 with crimped fittings.
- 15.3 Hoses shall be run from motors to bulkhead fittings at one location on lower right of spreader.
- 15.4 Hoses shall be clamped to prevent chaffing and accumulation of ice.

13-11 3 cubic yard spreader

- 15.5 Five foot hoses (Exact size will be determined at paper pilot) will be connected to the bulkhead fittings and have Parker brand hydraulic quick couplers as follows:
 - 15.5.1 Conveyor pressure: Parker FF-751-12Fp with # 12 hose.
 - 15.5.2 Spinner pressure: Parker FF-752-12Fp with #12 hose.
 - 15.5.3 Combined return: Parker FF1001-16Fp with #16 hose.
 - 15.5.4 No galvanized or black pipe fittings are acceptable.

16. LIGHTS:

- 16.1 Shall have an amber light bar with two (2) rotating elements.
- 16.2 Shall be a Target Tech Highlighted SAE-WW3-93.
- 16.3 Light bar shall be mounted near center at rear of sander, with protective cover over light bar.
- 16.4 Must be able to service and repair without removing light bar.
- 16.5 Shall have a white light located to illuminate spreader discharge on left side.
- 16.6 Light shall have 12 gauge cylindrical shield held in place by pivot bolt.
- 16.7 Shield to extend 3 " below light.
- 16.8 Light shield assembly shall have mounting that provides adjustment in tow (2) directions.

17. WIRING:

- 17.1 Wiring for light bar shall connect in a junction box at the lower left rear and shall be a Betts snap seal system.
- 17.2 Wiring shall be clamped to prevent chaffing, with no sharp bends, with moisture proof connections.
- 17.3 All wiring must be jacketed cable individual wires ran through tubing is unacceptable.
- 17.4 No splices in wires.
- 17.5 Shall have a seven (7) foot, seven (7) conductor, 14 gauge minimum, corrosion resistant molded type cable with molded plug, from junction box to truck chassis. Shall be a "Bob-Tail" product. Phone (403) 272-0318.

PART IV: PARTS AND SERVICE

Bidder shall list source(s) of parts and service of the purposed equipment. The Contractor must have a Parts and Service Center located in the Salt Lake City, Utah area. Consideration will not be given to bidders unable to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

PART V: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

- 1.1 Delivery shall be within 90 days after receipt of order. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$20.00 will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.
- 1.2 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. Delivery will be at the STATE headquarters in Salt Lake City, Utah.

2. TRAINING

- 2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.
- 2.2 Vendor shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.
- 2.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

3. DOCUMENTATION

- 3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.
- 3.2 Operators Manual shall include start up procedure, check list for data collection, shut down procedure, check list for winter storage and check list for return to service.
- 3.3 Delivery must also include two (2) complete sets of parts lists, and two (2) sets of shop (repair) manuals at no additional charge.

4. ACCEPTANCE

- 4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- 4.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.
- 4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- 4.4 If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

5. PAYMENT

13-11 3 cubic yard spreader

Invoices will not be approved for payment until all of the required spare parts, filters, documentation and manuals have been received and the equipment has been accepted.